# Exhibit A

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 09-50026-reg

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In the Matter of:

MOTORS LIQUIDATION COMPANY, et al.

f/k/a General Motors Corporation, et al.,

Debtors.

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U.S. Bankruptcy Court

One Bowling Green

New York, New York

June 1, 2010

9:42 AM

B E F O R E:

HON. ROBERT E. GERBER

U.S. BANKRUPTCY JUDGE

Motion of General Motors, LLC for Entry of an Order Pursuant to 11 U.S.C. Section 105 Enforcing 363 Sale Order

Transcribed by: Dena Page

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P R O C E E D I N G S

THE COURT: We have GM on for 9:45 and it's a little bit early. Let me ask if people are ready to go on GM. Is everybody who would want to be heard on that -- I think I need to hear, in addition to the debtors, from Ms. Sizemore -- or, Dr. Sizemore. I hope you're on the phone. Are you on the phone, Dr. Sizemore?

COURTCALL OPERATOR: She has no appearance for that matter, Your Honor.

THE COURT: Okay, I heard you but not very loudly, so I'm going to ask you to speak up.

Mr. Rutledge?

COURTCALL OPERATOR: Your Honor? Your Honor?

THE COURT: Are you Dr. Sizemore? Oh, you came personally, after all. All right, very well.

MR. RUTLEDGE: Your Honor, I'm Roger Rutledge. I'm here from the Western District of Tennessee. I have a motion for appearance pro hac vice before the Court and would hope that the Court would grant that.

THE COURT: Of course. Welcome.

MR. RUTLEDGE: Thank you, Your Honor.

THE COURT: And on behalf of the -- is it Deutsch litigants?

MS. PENA: Yes, Your Honor. Melissa Pena from the law firm Norris, McLaughlin & Marcus. I serve as local counsel for

sale order. So we must look to the ARMSPA, rather than the issues relating to the underlying claims, to ascertain the extent, if any, to which the ARMSPA covers her claims as an assumed liability.

That's a matter as to which she made no substantive arguments. I find no fault with her having acted as she did, especially in light of the fact that she's a pro se litigant, and certainly I wouldn't think of imposing sanctions on her, and I do not do so now. But the issue before me is, nevertheless, whether her lawsuit must be brought to a halt, or putting it differently, whether she can't bring it -- continue it anymore, and the answer is that she can't continue it anymore. That's especially so since the discovery she seeks relates to the merits of her claims as contrasted to the content or intent of the ARMSPA whose terms defined the extent to which she could or could not properly proceed.

Without dispute, Dr. Sizemore was injured in a prepetition accident. As relevant here, the ARMSPA unequivocally provides that for claims to have been assumed by New GM when they are based on an accident taking place at some point in time, those accidents to be allowed to be assumed by New GM must have taken place on or after the closing date. Dr. Sizemore simply doesn't qualify under that language.

Since Dr. Sizemore's claims result from an accident prior to the closing date, she might have a prepetition claim

against Old GM, an issue that I haven't been asked to decide today and which I'm not currently deciding. But her claim, if any, is certainly not an assumed liability. Therefore, Dr. Sizemore will be stayed from taking any action against New GM on account of or arising from her preclosing date accident, including for the avoidance of doubt, continuing litigation against New GM for the purpose of conducting discovery on any issue.

Turning next to the objection filed by Shane Robley, Mr. Robley argues that New GM's motion should be denied because, one, Mr. Robley was deprived of procedural due process because he didn't receive actual notice of the sale motion that led to the sale order; two, the sale to New GM did not convey those assets free and clear of his product liability claim; and three, that selecting July 10, 2009 as the closing date was arbitrary, capricious, and unjust, or, putting it somewhat differently, that I should force New GM to assume his and perhaps other liabilities by reason of my notions of equity.

New GM disputes each of those contentions, and on the facts and law here, I must agree with New GM. It's agreed by all concerned that Mr. Robley didn't get mailed a personal notice of the 363 hearing that resulted in the sale order, very possibly because as of that time, Mr. Robley had not sued either Old GM or New GM yet. It's also agreed that Old GM and New GM did not give personal notice of the 363 hearing to all

of the individuals who had ever purchased a GM vehicle, and instead, supplemented its personal notice to a much smaller universe of people by notice by publication. It's also undisputed that I expressly approved the notice that had been given in advance of the 363 hearing including the notice by publication, which I found to be reasonable under the circumstances.

Mr. Robley relies on the First Circuit's decision in Western Auto Supply Company v. Savage Arms, Inc., 43 F.3d 714 (1st Cir, 1994), in which the First Circuit Court of Appeals, speaking through Judge Conrad Cyr, a highly respected former bankruptcy judge, agreed with the district judge that the bankruptcy court had erred when the bankruptcy court enjoined prosecution of product line liability actions brought against the purchaser of the debtor's business for lack of notice. But the critically important distinction between this case and the Savage Arms case is that here, and not there, notice was also given by publication. We all agree that due process requires the best notice practical, but we look to the best notice that's available under the circumstances. Here, under the facts presented in June of 2009, GM didn't have the luxury of waiting to send out notice by mail to hundreds of thousands of GM car owners, and instead gave notice by publication, which I approved. In Savage Arms, the debtor "conceitedly made no attempt to provide notice by publication" (43 F.3d at 721) and

the notice that was given was never determined, "appropriate in the particular circumstances" (Id. at 722). In other words, the First Circuit found it significant that the debtors in Savage Arms didn't do the very thing that was done here.

As I've indicated, I've already determined that notice was appropriate in the particular circumstances, and provided for that in an order that entered on July 5th, 2009 that remains valid today. Moreover, it's obvious that the notice was, indeed, appropriate and did what it was supposed to do because it permitted Mr. Jakubowski, in particular, to make effectively and well the very arguments that Mr. Robley's counsel would, himself, have to make either now or back then and which I then considered and rejected.

I've already ruled on the arguments dealing with the underlying propriety of a free and clear order cutting off product liabilities claims as set forth in my opinion published at 407 B.R. 463. Until or unless some higher court reverses my determination -- and neither of the district courts who've ruled on that determination have yet done so (see 2010 W.L. 1524763 and 2010 W.L. 1730802) -- they're res judicata, or at least res judicata subject to any limitations on the res judicata doctrine requiring a final order. And of course, they're stare decisis. I found these arguments to be unpersuasive last summer, and considering the great deal with which my previous opinion dealt with those exact issues, I am

not of a mind, nor do I think I could or should, come to a different view on those identical issues today.

Lastly, of course, I sympathize with Mr. Robley's circumstances, just as I've sympathized with each of the tort victims who have been limited to the assertion of prepetition claims against Old GM. But I'm constrained to act in accordance with the law, and can't substitute my own notions of fairness, equity, or sympathy for what the law requires me to do. That's especially so since choosing a closing date required some date to be chosen and there's no evidence in the record to lead me to believe that the closing date was done in any way to particularly target Mr. Robley.

Finally, turning to Mr. Deutsch, Mr. Deutsch, understandably, doesn't argue that the personal injury claims he might otherwise be able to assert are prepetition claims. But he argues that because Ms. Deutsch died after the closing, her resulting wrongful death claim didn't come into being until that time. And he further argues that the death of Ms. Deutsch constituted an incident separate and apart from an event upon which the cause of action accrued. Thus, he argues, that while the wrongful death claim wasn't assumed because of an "accident" taking place after the closing, it was an "incident" or especially a "distinct and discrete occurrence" as appearing in some of the versions of the ARMSPA. However, the problem I have is that the record is now confused as to which version of